

DISTRICT COURT
FILED
IN THE DISTRICT COURT IN AND FOR CRAIG COUNTY
STATE OF OKLAHOMA
FEB - 2 2016

WILLIAM RABORN,

Plaintiff,

vs.

DAVID JOHNSTON,
COVENANT TRANSPORT, INC. and
MARSH USA, INC.,

Defendants.

DEBORAH MASON, COURT CLERK
STATE OF OKLA. CRAIG COUNTY

BY

Case No. CJ-16-10

DEPUTY

Attorney Lien Claimed
Jury Trial Demanded

PETITION

COMES NOW the Plaintiff, William Raborn, and for his cause of action against the Defendants, David Johnston, Covenant Transport, Inc., and Marsh USA, Inc., alleges and states as follows:

1. Plaintiff William Raborn is a resident of Texas.
2. Defendant David Johnston is a resident of California.
3. Defendant Covenant Transport, Inc. is a Foreign For Profit Business Corporation doing business in and availing itself of jurisdiction in Craig County, Oklahoma.
4. Defendant Marsh USA, Inc. is a Foreign For Profit Business Corporation doing business in and availing itself of jurisdiction in Craig County, Oklahoma.
5. This case arises out of a collision that occurred on or about February 26, 2014, on United States Highway 69 near the City of Big Cabin, County of Craig, State of Oklahoma.
6. Plaintiff is informed, believes and alleges that at all times referenced herein Defendant Covenant Transport, Inc., was/is an interstate motor carrier and at all times referenced herein, the employer of Defendant David Johnston (Johnston).

7. Plaintiff is informed, believes and alleges that at all times referenced herein Defendant Marsh USA, Inc. was the insurance carrier for Defendants Covenant Transport, Inc. and Johnston at the time of the collision referenced above. Therefore, Defendant Marsh USA, Inc. is directly liable to Plaintiff pursuant to the Oklahoma Motor Carrier Act. *See* Stat. Tit. 47 § 230.30 and/or 47 O.S. §169.

8. On the date above, Defendant Johnston was driving a tractor with a trailer when he pulled out of a private drive onto United States Highway 69 in Craig County to go northbound.

9. On the date above, Plaintiff was driving northbound on United States Highway 69 in Craig County.

10. On that date, Defendant Johnston pulled out into the path of Plaintiff.

11. On that date, Defendant Johnston failed to yield to Plaintiff.

12. Defendant Johnston's tractor trailer then collided with Plaintiff's vehicle.

13. As a result of this collision, Plaintiff's vehicle and trailer were damaged and Plaintiff was injured.

14. The collision was caused by the negligence of Defendant Johnston as follows:

A. He failed to pay attention to the roadway;

B. He failed to yield;

C. He was careless;

D. He failed to maintain a proper lookout;

E. He pulled into Plaintiff's line of traffic when Plaintiff had the right of way;

F. He violated various Federal regulations, including the Federal Motor Carrier Safety Regulations;

G. He violated various city ordinances and Statutes of the State of Oklahoma;
and

H. He was otherwise negligent as will be more fully set forth after discovery is
completed.

15. At the time of the collision, Defendant Johnston was acting in the course and
scope of his employment with Defendant Covenant Transport, Inc.

16. Defendant Covenant Transport, Inc. is liable to Plaintiff due to the acts and
omissions of Defendant Johnston by virtue of *respondeat superior* as well as being directly liable
for negligently hiring, training, supervising and retaining Defendant Johnston whom Defendant
Covenant Transport, Inc. knew or should have known was not competent or properly trained to
drive a commercial vehicle. This negligence was the proximate and direct cause of Plaintiff's
injuries.

17. As a result of the negligence of the Defendants, Plaintiff suffered injuries and
damages in excess of \$75,000.00 as follows:

- A. Past medical expenses;
- B. Future medical expenses;
- C. Past physical pain and suffering;
- D. Future physical pain and suffering;
- E. Past mental pain and suffering;
- F. Future mental pain and suffering;
- G. Past lost wages;
- H. Future lost wages;
- I. Loss of earning capacity
- J. Permanent impairment;

- K. Scarring and disfigurement;
- L. Property damage;
- M. Punitive damages;
- N. Other damages to be more fully set forth after discovery is completed.

WHEREFORE, the Plaintiff prays for judgment against the Defendants for the injuries and damages set forth above, costs of suit herein incurred, interest and such other and further relief as the Court deems just and equitable.

Respectfully submitted,

CARR & CARR ATTORNEYS

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